

**NORTH CAROLINA GLOBAL TRANSPARK AUTHORITY
AND
SPIRIT AEROSYSTEMS NORTH CAROLINA, INC.**

COMMERCIAL LEASE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF LENOIR

THIS COMMERCIAL LEASE AGREEMENT, made and entered into this 1st day of September, 2011, by and between **NORTH CAROLINA GLOBAL TRANSPARK AUTHORITY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "**Lessor**"), and **SPIRIT AEROSYSTEMS NORTH CAROLINA, INC.**, a North Carolina corporation, as tenant, having an office at 2600 Aerosystems Boulevard, Kinston, North Carolina 28504 (hereinafter referred to as "**Lessee**");

WITNESSETH:

THAT WHEREAS, Lessor is the owner of that certain parcel of land containing 9.945 acres and commonly known as GTP-1 located at 2250 John Mewborne Road, Kinston, Lenoir County, North Carolina and the building located on such parcel of land containing approximately one hundred twenty thousand (120,000) square feet, which parcel is described on Exhibit "A" attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Lessee desires to lease the Premises from Lessor and Lessor agrees to lease the Premises to Lessee upon certain terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of and subject to the terms and conditions hereinafter set forth, Lessor hereby lets, leases and demises unto Lessee, and Lessee hereby rents, leases and accepts as tenant from Lessor, the Premises, together with (1) the right, in common with Lessor and others, to use all common driveways and common sidewalks, and (2) the exclusive use of all parking spaces located on the Premises and to place sign(s), at its own expense, on the parapet of the Premises as provided in this Lease below, for the purposes hereinafter stated and subject to the following terms, conditions and contingencies:

ARTICLE 1

Section 1.01. Primary Lease Term: The effective date of this Lease shall be September 1, 2011, and may hereinafter be referred to as the "Lease Commencement Date." Lessor shall provide Lessee with unrestricted access to all 120,000 square feet of the Building and 118 vehicle parking spaces on the Parcel not later than September 1, 2011, (as depicted on Exhibit A-1, attached and incorporated by reference herein.) The Base Rent Commencement Date shall begin on September 1, 2011 and continue for a total of ten (10) years (the "**Initial Term**"). The Initial Term is ten (10) years from the Base Rent Commencement Period as described herein and may be extended as provided in Section 1.02 below (each such extension a "**Renewal Term**", and together with the Initial Term, the "**Term**").

Section 1.02. Extension Option: Lessor grants to Lessee two (2) options to extend this Lease, each for an additional term of five (5) years, upon the expiration of the Initial Term and the first Renewal Term, if exercised, with all of the same terms, conditions, covenants and provisions set forth herein, except for the annual Base Rental, which shall be increased according to the terms of Section 2.02 below. To exercise its option to extend this Lease, Lessee must give Lessor written notice of its intention to do so at least one hundred eighty (180) days prior to the end of the Initial Term or the end of the first Renewal Term, if exercised.

ARTICLE 2

Section 2.01. Operating Expense: "Operating Expense" as defined herein is a direct pass-through of those costs and expenses paid or incurred by Lessor in operating and maintaining the Premises in good order, condition and repair for a particular calendar year, including but not limited to, the following: (i) 24-hour monitoring of fire alarm activation, as well as annual maintenance and testing of the fire alarm and sprinkler systems, as required by the NC Department of Insurance and/or such other actions or tests mandated by North Carolina state law or regulation (See Exhibit B for the estimated annual cost, and monthly charge to Tenant, for the foregoing Operating Expenses); (ii) water, sewer, electrical, lighting, parking area lighting, and other utility charges not including separately billed electrical and utility charges paid by Lessee as provided herein; (iii) storm water discharge fees; (iv) security services, if requested by Lessee and provided by Lessor; (v) maintenance repair of driveways, parking areas, parking area lighting, curbs and walkways (including snow and ice removal), storm drainage systems, water and sewer lines, but specifically, excluding (A) maintenance, repair and replacement of exterior walls, slab, structural frame, roof and roof membrane and (B) any other cost incurred by Lessor in performing its obligations under Section 14.01 below; and (vi) from and after the date the Up-Fit (defined below) is complete with respect to any portion of the building that the Lessee can then use for its intended purpose (each, a "**Completed Portion**") and Lessee has received the final certificate of occupancy for that Completed Portion, management fees (not to exceed three percent

(3%) of Base Rent) calculated ratably (i.e., management fees for the entire Premises multiplied by a fraction, the numerator of which is the total square footage of the Completed Portion and the denominator of which is the total square footage of the Premises). Lessee is responsible for lawn and landscaping care. Estimated Operating Expenses shall be paid monthly by Lessee based on, in the case of those Operating Expenses listed in clause (i) above, the annual costs set forth on Exhibit B hereto, and with respect to the other Operating Expenses, based on Lessor's reasonable estimate of its actual out-of-pocket costs thereof (and if no such estimate is reasonably practical, then based on actual costs and expenses for such Operating Expenses for the immediately preceding calendar year). On or before July 31 of each calendar year (Lessor's fiscal year running from July 1 through June 30 of each calendar year), Lessor shall provide to Lessee an itemized monthly and annual reconciliation of all actual Operating Expenses paid by Lessor for the calendar year just ended (the "**Subject Year**") pursuant to this Section 2.01. In the event Lessee accepts Lessor's reconciliation statement, then on or before September 1 of such calendar year (1) if actual Operating Expenses exceed the estimated Operating Expenses paid by Lessee monthly during the Subject Year, then Lessee shall pay to Lessor such difference, and (2) if actual Operating Expenses paid by Lessor for the Subject Year are less than the estimated Operating Expenses paid by Lessee to Lessor during the Subject Year, then Lessor shall credit such difference to Lessee on estimated Operating Expense payments to be made by Lessee during the immediately following months of the current calendar year until such credit has been exhausted. In the event Lessee disputes the Lessor's monthly and annual reconciliation statement, the Lessee shall have the right to audit Lessor's invoices, books, contracts and records concerning such Operating Expenses.

Section 2.02. Base Rent Adjustment: On each two-year anniversary of the Commencement Date (continuing, if applicable, through any Renewal Term) (each of such dates being referred to herein as a "**Rent Adjustment Date**"), Lessor and Lessee agree that the Base Rent shall be subject to adjustment for increases in the Consumer Price Index (as hereinafter defined), as follows: on each Rent Adjustment Date as described herein, the Base Rent shall be multiplied by a fraction, the numerator of which shall be the Consumer Price Index as of the most recent publication date prior to such Rent Adjustment Date and the denominator of which shall be the Consumer Price Index as of the most recent publication date prior to the Commencement Date or the last Rent Adjustment Date, as applicable (hereinafter, the "**CPI Multiplier**"). The Monthly Rental Installments payable by Tenant during each lease year following a Rent Adjustment Date shall be an amount equal to one twelfth (1/12) of the Base Rent established by the rental adjustment at the beginning of such lease year. Notwithstanding the foregoing, (a) in no event shall the minimum Base Rent be reduced as a result of such adjustments, (b) minimum Base Rent shall be increased on such Rent Adjustment Date, subject to the terms of clause (c) following, by the greater of the CPI Multiplier and two and one-half percent (2.5%) above the minimum Base Rent for the preceding year, and (c) in no event will minimum Base Rent increase by more than five percent (5%) over the previous year's rent on any Rent Adjustment Date.

As used in this Lease, "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers ("CPI"), U.S. city average, All Items, 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is discontinued, the generally recognized successor index.

Section 2.03. Rental Payments: Rental payment shall be due and payable on the 1st day of each month without demand or notice therefore. Checks shall be made payable and mailed to: Accounts Receivable, North Carolina Global TransPark Authority, P.O. Box 1476, Kinston, NC 28503, or as otherwise designated in writing by Lessor. Lessor shall charge late payment penalties at the highest rate allowed by N.C.G.S. 147-86.23 or any successor statute.

Section 2.04. Construction Costs and Drawing Plans for Up Fit: Lessor agrees that as a condition of the Term of this Lease and Lessee's obligation to pay Base Rent hereunder the Premises will be renovated and up-fitted in accordance with the renovation plan (the "**Renovation Plans**") attached to this Lease as Exhibit C (the "**Up-Fit**"). The Lessee is authorized to develop plans and specifications for the Renovation Plan and to carry-out construction of the Up-Fit work contemplated by the Renovation Plan pursuant to the terms and provisions of a Construction Agency Agreement of even date herewith between Lessor and Lessee. Prior to commencement of construction of the Up-Fit, the Renovation Plans must be approved by the Lessor as provided in the Construction Agency Agreement. In the event that Lessor's consent to the final Renovation Plans and approval to begin construction of the Up-Fit is not received by Lessee on or before September 23, 2011, then Lessee shall have the right to terminate this Lease by written notice to Lessor.

The costs and expenses of the Up-Fit shall be paid by (i) the North Carolina Department of Transportation (the "**NC DoT**") up to, but not exceeding, the first \$5,000,000 and (ii) the Lessee for any and all costs and expenses in excess of \$5,000,000.00. Lessor has delivered a letter from the NC DoT to Lessee pursuant to which the NC DoT has acknowledged that it will reimburse for costs and expenses incurred in connection with the Up-Fit up to, but not exceeding \$5,000,000 (the "**Up-Fit Amount**") and Lessor acknowledges that the NC DoT's agreement to reimburse the cost of the Up-Fit Work up to the Up-Fit Amount is a material inducement to the Lessee to enter into this Lease and the Construction Agency Agreement. The Lessor will request reimbursement from the NC DoT as and when requested by the Lessee in accordance with the terms of the Construction Agency Agreement and will pay the general contractor or any other contractor as may be agreed between Lessor and Lessee directly pursuant to the approved draw request. Costs to be paid with the Up-Fit Amount include all hard costs and mutually agreed soft costs incurred in connection with the Renovation Plans. Landscaping shall be a hard construction cost. Soft costs shall include, but not be limited to, the following: design fees, professional fees (including the GTP Construction Consultant) and permit fees.

All portions of the Up-Fit work, that constitute real property under North Carolina law shall be the property of Lessor. Lessee agrees that installation of permanent

fixtures, as described in Exhibit E attached hereto, shall remain with the building and become property of the Lessor unless otherwise agreed by Lessor during the Term of the Lease.

Section 2.05. Construction or Expansion of the Premises: Any future construction or expansion of the Building and Premises which is not completed as part of the initial Up Fit will be at Lessee's sole expense unless otherwise agreed by the parties. All construction, renovation or expansion of the GTP-1 building by Lessee must be approved by Lessor and by the North Carolina Department of Administration prior to commencement of construction. In the event Lessee requests consent of the Lessor for future structural renovation, Lessee acknowledges that Lessor may consider the anticipated Lessee use of the Premises and its impact on the structural integrity of the improvements of the Premises.

ARTICLE 3

Section 3.01. Utilities and Personal Property Taxes: Lessee shall be responsible for the monthly cost of all utility services supplied to the Premises and for the annual payment of all personal property taxes assessed to Lessee by the Lenoir County Tax Office. Lessor shall deliver the Premises with the following utilities available: water, electric, gas, sewer and telephone, as well as electrical fixtures and electric light bulbs and tubes supplied to the Building and in good working order. Lessee shall furnish all replacement electric light bulbs and tubes. Lessor shall in no event be liable for loss or injury resulting from any interruption or failure of utility services on or to the Premises, unless due to the willful or negligent act or omission of Lessor, its officers, employees, servants or agents; provided, that, in the event of any such interruption or failure of utility services, Lessor shall be obligated to use commercially reasonable efforts to cooperate in the restoration of such utility services as soon as possible.

ARTICLE 4

Section 4.01. Insurance provided by Lessee: During the term of this Lease and any extension thereof, Lessee agrees to provide and maintain, at its own expense, (a) bodily injury and property damage liability insurance issued by an insurance company or companies authorized to do business in the State of North Carolina, with a combined single limit in an amount not less than \$2,000,000.00 insuring Lessee and its authorized representative's liability arising out of or in connection with Lessee's or Lessee's authorized representatives' use or occupancy of the Premises (Defense cost shall be in excess of the limit of liability) and (b) casualty insurance insuring the Premises against loss or damage by fire, explosion or other casualty, hazards and contingencies for its full insurable value (i.e., the cost of replacing the Building). Lessee shall also, at its own expense, provide insurance in an amount it deems appropriate

covering any fixtures, equipment or other personal property placed upon or within the Premises by Lessee and shall be responsible for any loss or damage to said fixtures, equipment or property. Lessee shall deliver to Lessor a Certificate of Insurance representing the required insurance coverage within thirty (30) days of the execution of this Lease. Lessor shall be added to Lessee's general liability insurance policy as an additional insured and to the casualty policy as a loss payee to be effective no later than the commencement date of the Primary Lease Term. Confirmation of this action by Lessee's insurance company shall be furnished to Lessor within thirty (30) days of the execution of this Lease. Lessee shall notify Lessor in accordance with policy provisions of any change in coverage or cancellation of any insurance policy.

The Lessee, also, agrees that during the term of this Lease that at a minimum it shall provide and maintain at its sole cost and expense the following specific coverage and limits:

- a. Worker's Compensation – The lessee shall provide and maintain Worker's Compensation Insurance, as required by the laws North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of lessee's employees. If any work is sublet, the lessee shall require the subcontractor to provide the same coverage for any of his employees.
- b. Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the lessee's operations. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Lessee shall at all times comply with the terms of such insurance policies, except as they may conflict with existing North Carolina laws or this Lease. The limits of coverage under each insurance policy maintained by the Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Lease. Lessee's compliance with the terms of this Article IV is a material obligation of Lessee under this Lease.

Builder's Risk Insurance – During the Up-Fit process, Lessee shall obtain, or cause its general contractor to obtain, Builder's Risk Insurance for the Up-Fit work as contemplated by the Construction Agency Agreement.

Section 4.02. Insurance provided by Lessor: During the term of this Lease and any extension thereof if Lessee fails to maintain (and provide evidence thereof to Lessor) the liability and casualty insurance required by Section 4.01 above, Lessor shall have the right to acquire such insurance at Lessee's cost and expense.

Notwithstanding the preceding sentence, Lessor shall not be obligated to insure any personal property (including, but not limited to, any fixtures, improvements, furniture, machinery, goods or supplies) which Lessee has or may have installed or constructed upon or within the Premises.

ARTICLE 5

Section 5.01. Condition of Premises: Lessor shall provide the Premises (a) in a neat and clean condition with the roof, structure and all systems (i.e., electrical, mechanical, heating, air, telephone and plumbing) in good working order and not in need of repair, and (b) free of violations of any health, safety, fire and building codes and other laws, statutes and regulations governing the Premises and its use.

Section 5.02. Signage: Lessee shall have the exclusive right to place a sign, at its cost and expense, on the parapet of the Building. Any sign placed on the Building pursuant to this Section 5.02 shall be subject to the Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed and Lessee's compliance with the GTP Exclusive Development Ordinance.

ARTICLE 6

Section 6.01. Right of Ingress and Egress: In accordance with the applicable rules and regulations of Lessor, Lessee, its officers, employees, servants, agents, guests and invitees shall have the unrestricted right of ingress to and egress from the Premises.

ARTICLE 7

Section 7.01. Use of the Premises: The Premises shall be used by Lessee for general office, storage, manufacturing, assembly and/or distribution purposes, and any legal uses related thereto. Lessee is responsible for obtaining the necessary certificates of occupancy for these uses of the Premises. Lessee's use of the Premises shall include the right to drive vehicles into the storage and distribution areas of the Premises, park vehicles in those areas at any time, and to perform routine vehicle maintenance within the Premises with proper disposal of vehicle fluids and materials off of Lessor's property.

Section 7.02. Compliance with Laws and Regulations: The Lessee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local departments having jurisdiction or authority. Lessee shall not commit, or suffer to be committed, any waste upon or within the Premises. Lessee agrees to handle and dispose of any and all hazardous and/or toxic materials and substances in compliance with all local, state and federal laws and prevent any environmental accident to the best of

its ability. Lessee shall not use the Premises for any other uses or in any manner, which shall cause the cancellation of any insurance policy covering the Premises. Lessee shall comply with all provisions of the US Code, NC General Statutes, GTP Exclusive Ordinance and County and City Codes or Ordinances as published and amended from time to time, pertaining to the Premises or the use thereof.

ARTICLE 8

Section 8.01. Environmental Safety and Hazardous Substances: Lessor warrants and represents that the Premises do not contain any hazardous or toxic substances and any use, storage, treatment or transportation of hazardous or toxic substances or materials which has occurred within or on the Premises prior to the date hereof has been in compliance with all applicable local, state and federal laws, regulations and ordinances. Lessor additionally warrants and represents that it has no knowledge of any release, discharge, spill, disposal or emission of hazardous or toxic substances that has occurred within, on or under the Premises, and that the Premises are free of hazardous and toxic substances as of the date hereof.

Section 8.02. Lessee Inspection: Lessor acknowledges that Lessee is, as of execution and delivery of this Lease, performing an inspection of the environmental condition of the Premises (the "**Lessee Inspection**").

ARTICLE 9

Section 9.01. Alterations: Lessee shall not make or permit any other person to make (a) any structural alterations or structural improvements to the Premises or any facility appurtenant thereto or (b) any alteration of any mechanical system that, by North Carolina law, requires the approval of the North Carolina Department of Administration (or other governmental agency), in each case without the prior written consent of Lessor which consent the Lessor shall not unreasonably condition, withhold or delay.

Section 9.02. Liens: Lessee shall keep the Premises free and clear from any and all liens, claims of liens and demands for work performed, materials furnished, or operations conducted thereon, or will bond-off any such liens or claims of liens, at the instance or request of Lessee.

ARTICLE 10

Section 10.01. Surrender of Premises: Upon the termination of this Lease or any extension thereof, Lessee shall vacate the Premises and return it in as good condition as received, ordinary wear and tear excepted. Lessee shall have the right to remove all articles of personal property within the Premises and any trade fixtures (it being understood that the fixtures described on Exhibit E hereto are not "trade fixtures" and may not be removed by Lessee), the removal of which will not cause substantial

damage to the Premises, and Lessee shall make any repairs necessitated by such removal.

ARTICLE 11

Section 11.01. Entry Of The Premises By Lessor: Subject to Lessee's security requirements, Lessor reserves the right for its officers, employees, agents or representatives to enter the Premises at all reasonable times during business hours, after reasonable advance written or email notice to Lessee, for the purpose of inspecting, showing the premises to prospective tenants after expiration of Lessee's option to extend the lease, doing other lawful acts required hereunder or that may be necessary to protect Lessor's interest in the Premises, except that no prior notice is required in the event of an emergency. Lessee agrees that such entry will not unreasonably disrupt its business activities.

ARTICLE 12

Section 12.01. Liability: Lessor shall not be liable to Lessee for any injury or death to persons or damage to property on or about the Premises, resulting from or caused by the willful or negligent act, omission or misconduct of Lessee, its officers, employees, servants or agents.

Section 12.02. Indemnity: Lessee shall indemnify and save Lessor harmless from any and all loss, liability, damage, expense, causes of action, suits, claims or judgments, including without limitation, reasonable out-of-pocket attorney's fees, for injury or death to person or persons, or damage to property resulting from Lessee's use and occupancy of the Premises, except where such injury, death or damage arises out of the willful or negligent act or omission of Lessor or its officers, employees, servants and agents or the failure of Lessor to repair any part of the Premises which Lessor is obligated to repair and maintain hereunder within a reasonable time after written notice from Lessee to Lessor regarding needed repairs.

ARTICLE 13

Section 13.01. Damage to Premises by Fire or Other Casualty. In the event the Premises or any Material Part (defined below) thereof, are lost or destroyed by fire or other casualty, or otherwise rendered unfit for Lessee's business purposes, then Lessee shall have the option to (a) terminate this Lease by written notice to Lessor delivered within ninety (90) days of the date of such casualty, or (b) require that the Lessor rebuild, repair and/or restore the Premises to at the least the condition that existed prior to such casualty by written notice to Lessor delivered within ninety (90) days of the date of such casualty; provided, that, in the event Lessee elects to continue this Lease and require the Building to be repaired or restored, (i) Lessor's obligation to repair and restore shall exist only to the extent of insurance proceeds received (or that

would have been received if casualty insurance was effective covering the Building as required by Lessor pursuant to the terms of this Lease) plus any deductible, and (ii) if the damage from such casualty exceeds twenty percent (20%) of the insured value of the Building (a "**Material Part**") and in the event such casualty occurs within the last twelve (12) months of the Initial Term or any Renewal Term, Lessee must elect to extend this Lease for one (1) additional Renewal Term as a condition to Lessor's obligation to repair, rebuild and restore. In the event that less than a Material Part of the Premises is damaged, then the Lessor shall rebuild, repair and/or restore the Premises to at the least the condition that existed prior to such casualty within one hundred twenty (120) days of the date of such casualty. Lessee shall only be required to pay rent for that portion of the Premises, if any, that can be used for the conduct of Lessee's business activities, from the date of the loss or destruction until the date the Premises have been wholly restored to their original condition. The rent to be paid by Lessee (if applicable) in such circumstances shall be determined by multiplying the annual rent by a fraction, the numerator of which is the remaining usable area and the denominator of which is the total area of the Premises.

ARTICLE 14

Section 14.01. Responsibilities of Lessor: (a) Lessor shall at its sole cost and expense (i) make all necessary replacements and capital repairs to the roof and roof membrane, parking and landscaped areas, and utility connections for the Premises (from the property line of the Premises to the Building) and all repairs, replacements and maintenance of exterior walls, foundation, slab, structural frame of the Premises, and (ii) replace the roof, parking surface, utility connections and any building system (i.e., electrical heating, air conditioning, plumbing, telephone conference, data, etc.) that is in need of replacement after the expiration of its useful life or in the event such roof, parking surface, utility connections or system is not reasonably repairable in the ordinary course of business in spite of Lessee's compliance with its obligations under Article 15 below, in each case within a commercially reasonable period of time after receiving written notice from Lessee. Provided, however, to the extent any such repairs or maintenance are required because of the negligence, misuse or default of Lessee, its employees, agents, contractors, customers or invitees, Lessee shall make such repairs at Lessee's sole expense.

(b) Lessor and Lessee desire to attempt resolution of any disputes in an amicable and informal manner. Should the Lessor and Lessee disagree as to the allocation of Responsibilities described in this Article 14 or Article 15 below, the Lessee shall provide written notice to Lessor, specifying in reasonable detail Lessee's basis for asserting Lessor's responsibilities herein and a requested resolution. Upon receipt of such notice, Lessor shall have five (5) business days to either: (i) accept the recommended resolution of Lessee or (ii) set a date for designated members from the Lessor and Lessee organizations to meet and discuss possible resolution of the issue. If these designated members are unable to reach agreement within five (5) business days of their first meeting, the issue shall be escalated to designated members of management from the Lessor and Lessee organizations by forwarding the original

written notice provided by Lessee. The designated members of management shall meet within five (5) business days of receiving written notice of the unresolved issue. If the designated members of management are unable to reach agreement within ten (10) business days, the Lessee or Lessor may pursue any remedies available to them. Pending resolution of any such issue, the Lessor and Lessee shall each carry out all other responsibilities described in this Agreement.

ARTICLE 15

RESPONSIBILITIES OF LESSEE

Section 15.01. Responsibilities of Lessee: Lessee shall, at its own cost and expense, maintain the Premises in good condition (including ordinary lawn care) regularly servicing and promptly making all day-to-day repairs and replacements thereto, including but not limited to, the roof, the parking surface, the landscape areas, the utility connections, the electrical, heating and air conditioning systems, plate glass, floors, interior walls and partitions, windows, doors, dock doors and dock equipment, Lessee's telephone systems and fire sprinkler and plumbing systems (excluding conduits and plumbing within the walls), but excluding maintenance, repair and replacement of exterior walls, slab, structural frame and excluding replacement of the roof, the parking surface, the landscape areas, the utility connections and the building systems (i.e., electrical, heating, air conditioning, plumbing, telephone, etc.). Lessee shall provide preventive maintenance on the heating, ventilating and air conditioning systems. Such preventive maintenance shall provide for inspections and maintenance of the heating, ventilating and air conditioning system on at least a semi-annual basis.

ARTICLE 16

Section 16.01. Rail Line: Lessor shall allow modifications to existing vehicular access roads to and from the Premises in order to accomplish installation of rail lines into the Global TransPark, as planned and designed by the Rail Division of the NCDOT, said plans and drawings on file in the Executive Director's Office of Lessor as long as Lessee's access to Premises from a public street is not blocked. The Premises modifications include redesign of the vehicle parking lot and its entrance and exits. Lessee agrees and acknowledges that the implementation of these Premises modifications is planned during the term of its lease, and that Lessee is not responsible for the cost of said modifications.

ARTICLE 17

Section 17.01. Assignments and Subletting: Lessee shall have the right to assign or sublease all or any portion of the Premises to any affiliate of Lessee (i.e., a party controlling or under common control with Lessee) without Lessor's consent, and otherwise on such terms as Lessee may deem prudent, with prior written notice to and

with Lessor's written approval (including as to the use any assignee or sub-tenant would make of the Premises), such approval not to be unreasonably conditioned, withheld or delayed. No such assignment or subletting shall release Lessee of its obligations hereunder (unless Lessor so agrees in writing. In the event of any permitted assignment or subletting hereunder, Lessor agrees that it will not negotiate or enter into any agreement with the assignee or sub-lessee for the extension or renewal of this Lease, or the exercise of any option to extend or renew this Lease, unless Lessor first agrees to release Lessee from all obligations under this Lease for any extended or renewed periods.

ARTICLE 18

Section 18.01. Condemnation: In the event the Premises shall be wholly, or in any Material Part, condemned or taken by eminent domain, this Lease shall terminate upon the date of condemnation or taking by eminent domain or upon the date possession is required by the condemning authority, whichever is later. In the event of a partial condemnation or taking of the Premises (i.e., less than a Material Part thereof), Lessee may, at its option, continue to lease the remaining portion of the Premises, upon such terms and conditions as Lessor and Lessee may thereafter agree. In any proceeding related to condemnation or taking of the Premises by eminent domain, Lessee may appear and present its claims for costs incurred in relocating, the loss of any fixture, improvement or other property of Lessee and the loss of its leasehold interest in the Premises.

ARTICLE 19

Section 19.01. Default by Lessee: Default by Lessee under this Lease shall include, but shall not be limited to, the following:

- (A) Lessee shall fail to pay any installment of rent or estimated Operating Expenses, as applicable, when due and such failure shall continue for a period of fifteen business (15) days after written notice thereof from Lessor to Lessee; provided, that, Lessor shall not be obligated to give more than two (2) such written notices in any twelve-month period during the Term of this Lease.
- (B) Lessee shall fail to perform any of its other obligations under this Lease, and such failure shall continue for a period of sixty (60) days following written notice from Lessor specifying the nature of the default, unless such obligation cannot be fully performed within said period and Lessee begins performance within thirty (30) days and continues with due diligence until completion.
- (C) Lessee shall abandon the Premises and cease rental payments.
- (D) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, Lessee

shall file or there shall be filed against Lessee a petition in bankruptcy or reorganization or for an arrangement for the benefit of creditors under any section or chapter of the United States Bankruptcy Laws or under any similar law or statute of any State and such petition is not withdrawn or denied within one hundred twenty (120) days from the date of filing or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee and shall not be removed within one hundred twenty (120) days from the date of appointment.

Section 19.02. Lessor's Remedies: In the event of a default by Lessee under this Lease, Lessor may, in addition to any other right or remedy which Lessor may have at law or equity:

- (A) Continue this Lease in effect by not terminating the Lessee's right to possession of the Premises, in which event, Lessor shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due;
- (B) Terminate this Lease, in which event, Lessee shall surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may dispossess Lessee or any other sub-lessee or assignee who may be occupying the premises, or any part thereof, without requirement of legal or equitable process; or
- (C) After termination, Lessor shall use its best efforts to relet the Premises and to otherwise mitigate its losses. Lessee agrees to pay upon demand the amount of any deficiency between the amount of rent due and payable hereunder and any reasonable amount which Lessor could or should have received through reletting, including Lessor's actual and reasonable costs incurred in repossessing and reletting the Premises.

ARTICLE 20

Section 20.01. Default by Lessor: Default by Lessor under this Lease shall include, but not be limited to, Lessor's failure to perform any of its obligations under this Lease, and such failure shall continue for a period of fifteen (15) days following written notice from Lessee specifying the nature of the default, unless such obligation cannot be fully performed within said period and Lessor begins performance within fifteen (15) days of such default and continues with due diligence until completion. In the event the default is of such nature that the Premises are rendered not reasonably fit for Lessee's business purposes, then Lessor shall have five (5) days, following notice from Lessee, to either remedy the default or to provide reasonable temporary means whereby the Premises are made usable by Lessee while the default is being cured, during which time the rent shall be prorated in proportion to the degree of usability of the Premises. In no event shall such default remain uncured beyond a reasonable time.

Section 20.02. Lessee's Remedies: In the event of a default by Lessor, Lessee may, in addition to any other right or remedy at law or equity:

- (A) After due legal process, terminate this Lease without further obligation on the part of Lessee hereunder;
- (B) Remedy, or cause to be remedied, any default of Lessor at the sole cost and expense of Lessor. Lessee shall have no obligation to remedy any default of Lessor.

ARTICLE 21

Section 21.01. Waiver of Default and Breach: The failure of either party to declare any default immediately upon the occurrence thereof, or to delay in taking action in connection therewith, shall not constitute a waiver of such default, and that party shall have the right to declare any such default at any time during which such default remains uncured. The waiver by either party of any breach of any provision of this Lease shall not be deemed to be a waiver of such breach or any subsequent breach of the same or any other provision, term, covenant or condition herein. Neither party shall be liable to the other for breach of this Lease if the breach is caused by circumstances beyond its reasonable control, including, without limitation, act of God, fire, flood, earthquake or other natural disaster; war, riot or civil disobedience; governmental action or inaction; or strikes, lockouts, picketing or other labor dispute.

ARTICLE 22 - RESERVED

ARTICLE 23

Section 23.01. Consents and Approvals: Whenever the consent, approval or expression of satisfaction of either party is required hereunder, such consent, approval or expression of satisfaction shall not be unreasonably withheld, conditioned or delayed, and no cost, charge or other consideration shall be exacted from the party seeking the consent, approval or satisfaction in order for it to be obtained.

ARTICLE 24

Section 24.01. Partial Invalidity: Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under any applicable law, as determined by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

ARTICLE 25

Section 25.01. Paragraph Headings: The paragraph headings in this Lease are for convenience only and shall not be deemed to affect, qualify, amplify, add to, or subtract from the contents of the paragraphs which they reference.

Section 25.02. Entire Agreement: This Lease and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Lease expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Section 25.03. Modification: No modification of any term or condition contained herein shall be effective unless the same is in writing and executed by authorized representatives of both parties to this Lease.

Section 25.04. Applicable Law:

- (a) The place of this Lease, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- (b) This Lease is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

Section 25.05. Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with G.S. 147-64.7. The lessee shall retain all records for a period of three years following completion of this Lease.

Section 25.06. Affirmative Action: The Lessee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, nation origin, or disability.

Section 25.07. Advertising: Lessee agrees not to use the existence of this Lease, the name of the Authority, or the name of the State of North Carolina as part of

any commercial advertising unless such advertising is preapproved by Lessor.

Section 25.08. Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with an entity if the entity or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of this document the Lessee certifies that is and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

Section 25.09. Memorandum of Lease: Lessor and Lessee agree that this entire Lease shall not be recorded. However, simultaneously with the execution of this Lease, the parties agree to execute and record a memorandum of this Lease in the form set forth on Exhibit D hereto. The cost of all documentary stamps, conveyancing or transfer taxes and recording fees shall be paid by the Lessee.

ARTICLE 26

Section 26.01. Successors and Assigns: This Lease, including all of the covenants, conditions and provisions herein contained shall be subject to the provisions of an assignment or sublease hereof, shall apply to and bind the successors and assigns of the parties hereto, and the parties hereto shall remain liable for the performance of the covenants, conditions and provisions hereunder notwithstanding such assignment or sublease, unless otherwise provided for herein or provided in writing.

ARTICLE 27

Section 27.01. Notices, Bills and Invoices: All written notices required or permitted hereunder shall be delivered by an overnight express company, in person, or mailed First Class, postage fully prepaid, to the parties at the addresses set forth hereinafter or to such other address as either party may hereafter designate in writing and deliver as provided in this paragraph. All bills and invoices from Lessor to Lessee shall be delivered or mailed to Lessee at the Premises or at such other address as Lessee may designate to Lessor in accordance with the notice provisions of this paragraph.

LESSOR: North Carolina Global TransPark Authority
P. O. Box 1476
Kinston, NC 28503
Attn: Executive Director

V. Lori Fuller, Special Deputy Attorney General
North Carolina Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602-0629

LESSEE: Spirit AeroSystems North Carolina, Inc.
2600 Aerosystems Boulevard
Kinston, North Carolina 28504
Attn: Facility Manager

COPY TO: Spirit AeroSystems, Inc.
3801 S. Oliver Street
P.O. Box 780008
Wichita, Kansas 67278-0008
Attn: General Counsel

ARTICLE 28

Section 28.01. Addenda and Exhibits: Any Addendum or Exhibit attached hereto and either executed by the parties or referred to herein is specifically incorporated herein and shall for all purposes be a part of this Lease.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease in duplicate originals, one of which is retained by each of the parties, the same having been executed as by law provided, the day and year first above written.

LESSOR:

**NORTH CAROLINA GLOBAL
TRANSPARK AUTHORITY**

BY: _____
Darlene A. Waddell, Executive Director

LESSEE:

**SPIRIT AEROSYSTEMS NORTH CAROLINA,
INC.**

BY: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: name(s)

_____.

Date: _____

(Official Seal)

Notary Public

Printed Name: _____

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: name(s)

_____.

Date: _____

(Official Seal)

Notary Public

Printed Name: _____

My commission expires: _____

EXHIBIT A

Legal Description for NC Global Transpark Authority "GTP-1 Building Property"

Lying in Vance Township, Lenoir County, North Carolina, and being more particularly described as follows:

Tract #1

Beginning at an existing iron pipe located at the intersection of the centerline of a ditch and the eastern right-of-way line of John Mewborne Road (NCSR 1581); said iron pipe being further located N 60° 22' 01" E 2,617.47 feet from North Carolina Geodetic Survey Marker "GTP-1 1994" (said marker having NAD 83/2007 grid coordinates, N=575,495.6174 feet, E=2,414,245.0731 feet); said marker "GTP-1 1994" being further located S 45° 25' 10" W 5,712.75 feet from North Carolina Geodetic Survey Marker "GTP-15 1994" (said marker having NAD 83/2007 grid coordinates, N=579,504.9598 feet, E=2,418,313.5459 feet) (said markers having a combined factor of 0.9998750).

Thence from the point of beginning so located; running along the right-of-way line of John Mewborne Road (NCSR 1581) and with a curve to the left (said curve having a radius of 766.23 feet, a delta angle of 23° 58' 54", a length of 320.71 feet, a chord bearing of N 37° 42' 56" W, and a chord distance of 318.37 feet) to a new iron pipe; thence N 49° 42' 24" W 364.19 feet to a right of way disk; thence continuing N 49° 42' 24" W 63.18 feet to a new iron pipe; thence with a curve to the right (said curve having a radius of 75.00 feet, a delta angle of 90° 00' 00", a length of 117.81 feet, a chord bearing of N 4° 42' 24" W, and a chord distance of 106.07 feet) to a new iron pipe; thence N 40° 17' 36" E 382.92 feet to an existing iron pipe; thence leaving said right of way and running S 49° 42' 24" E 73.16 feet to a new iron pipe; thence continuing S 49° 42' 24" E 935.55 feet to an existing witness iron pipe; thence continuing S 49° 42' 24" E 15.00 feet to a point in the center of a ditch; thence along the centerline of the ditch S 62° 07' 22" W 564.54 feet to the point and place of beginning; containing approximately 9.945 acres.

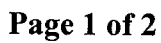


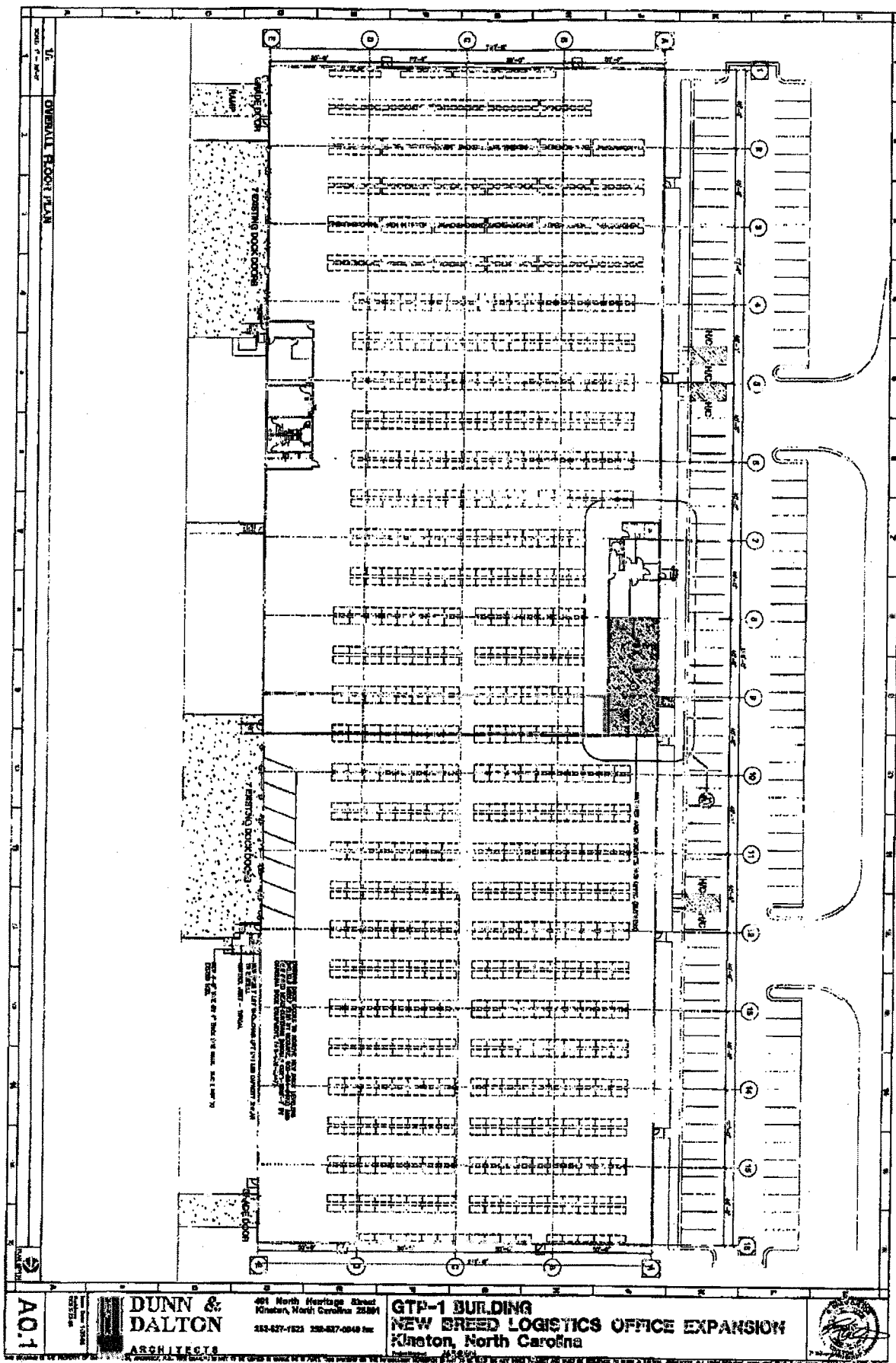
EXHIBIT A-1

EXHIBIT B

Estimated Operating Expenses for Alarm System, Annual Sprinkler Testing and Annual Alarm Monitoring

	GTP-1	MONTHLY RENTAL PAYMENTS	ANNUAL RENTAL PAYMENTS
Building Size - SF	120,000		
Base Rent per SF per Month	3.50		
Monthly Base Rent		35,000.00	420,000.00
Estimated Monthly Operating Expenses per SF:			
Real Estate Taxes	0.00		
3% Management Fee	0.11	1,050.00	12,600.00
Insurance (NC Dept. of Insurance)*	0.00		
Other:			
24-hour Monitoring Commercial Fire	0.00	27.50	330.00
Annual Fire Protection Inspection	0.01	75.00	900.00
Telephone alarm line (252-522-3610)	0.00	23.21	278.52
Total Monthly Estimated Operating Expenses per SF	<u>0.12</u>		
Total Monthly Base Rent and Estimated Operating Expenses per SF	3.62		
Total Monthly Payments		<u>36,175.71</u>	
Total Annual Payments			<u>434,108.52</u>

*Tenant will insure GTP-1.

Note: Information is based on 100% occupancy. Management fee will be prorated and charged based upon beneficial occupancy of the phases, as described in the lease.

Exhibit C

Scope of Work Outline (As of 8/17/11)

Phase I

40,000 sf. Renovation area. Not including office.

- Remove vertical lift 12'x14' dock door #A1.
- Remove pedestrian door #100F.
- Provide 24'W x 20'H motorized, insulated coiling dock door.
- Extended exterior dock ramp width to accommodate new dock door.
- Provide 1½" thick, R-12 Thermax insulation, to full height of exterior walls.
- Provide 4" Insulated Metal Panel (IMP) separation wall, with 2 pedestrian doors, between Phase 1 and Phase 2 areas.
- Provide compressed air piping system as required for Phase 1.
- Electrical distribution for Phase 1 shall use existing 400 amp services.
- Provide additional lighting for 80 FC in designated areas.
- Add translucent film on interior of existing glazing.
- Change building use from Storage occupancy to Factory occupancy.
- Provide temporary fencing to secure dock area.
- Provide temporary fencing for employee entrance security.
- Replace or rekey exterior door lockset hardware as required.
- Provide for third party testing of fire alarm and notification system.
Evaluate horns for sufficient decibel level for ambient noise of manufacturing vs. warehousing.
- Provide foundation for Symmetry tool (TBD): Thickened or mat slab.

Phase II (Note: construction is in Phase I area.)

- Provide foundations for Spar tools with utilities: air/ data/ power.
- Provide additional lighting for 80 FC in designated areas.

Phase III

80,000 sf. Renovation area.

- Provide Mechanical system improvements to maintain conditioned space to 78 deg, +/- 2 deg.
- Provide approximate 12'x12' room, with industrial compressor unit.
- Wet test: 50 PSI w/ Tank, pump and filter E14 exterior covered. (2500 gal. tank).

- Provide additional lighting for 80 FC in designated areas.
- Provide tooling foundations for Spirit automated drill and counter sink equipment.
- Provide footing/foundation for crane support systems.
- Upgrade electrical power requirements to 1600-2000 amp service. New service from Progress Energy, facility distribution and new switchboard, to be further verified as HVAC load, air compressor, and manufacturing equipment and better defined.
- Provide foundations for Symmetry and Spar tools with utilities: air/ data/ power.
- Provide work areas with utilities: air/ data/ power.
- Provide additional 24'W x 20'H motorized, insulated coiling dock door.
- Provide additional toilet facilities to meet calculated load for building.
- Additional ADA parking and correction of existing ADA path of travel.
- Provide Security improvements including permanent fencing, access badge readers and video surveillance with communications and monitoring from the Spirit security building.

Note: Phase III Scope of Work is preliminary and subject to revision with concurrence of Spirit and GTP.

EXHIBIT D

Prepared by and return to:
Marvin L. Rogers, Esq.
McGuireWoods LLP
201 North Tryon Street
Suite 3000
Charlotte, NC 28202

MEMORANDUM OF LEASE

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into this 1st day of September, 2011, by and between **THE NORTH CAROLINA GLOBAL TRANSPARK AUTHORITY**, a body politic and corporate of the State of North Carolina ("Landlord") and **SPIRIT AEROSYSTEMS NORTH CAROLINA, INC.**, a North Carolina corporation ("Tenant").

A. Landlord owns a tract of land in Lenoir County, North Carolina, that is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land").

B. Landlord and Tenant have entered into a Commercial Lease Agreement dated the date first set forth above (the "Lease"), in connection with which this Memorandum is executed, to wit:

1. Premises. The premises leased by Landlord to Tenant under the Lease consists of Land and all of the improvements located on the Land (the "Premises").

2. Term. The term of the Lease commenced on the date first set forth above and shall expire on the date that is ten (10) years from the date hereof. The Lease provides Tenant with the right to extend the lease term two (2) times for a period of five (5) years for each such extension.

3. Incorporation/Conflict. The terms and provisions set forth in the Lease are hereby incorporated into this Memorandum and made a part hereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall prevail.

(Remainder of page intentionally left blank)

[Signature and notary pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD:

THE NORTH CAROLINA GLOBAL
TRANSPARK AUTHORITY

BY: _____
Darlene A. Waddell, Executive Director

TENANT:

SPIRIT AEROSYSTEMS NORTH CAROLINA,
INC.

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: name(s)

_____.

Date: _____

(Official Seal)

Notary Public

Printed Name: _____

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: name(s)

_____.

Date: _____

(Official Seal)

Notary Public

Printed Name: _____

My commission expires: _____

Exhibit E

Major Permanent Building Modifications / Fixtures:

- Two each, 24'W x 20"H Motorized, Insulated Coiling doors.
- Exterior dock ramp expansion / modifications.
- Additional Restrooms.
- Thermax Insulation - full height of interior walls.
- Equipment and Tooling foundations.
- Compressor room with compressor and factory piping system.
- Additional factory lighting fixtures.
- HVAC Mechanical equipment and duct system.
- Electrical supply and distribution improvements.
- Installation of Security fencing on east side of site including vehicle access gate.
- Freestanding crane systems. (Not to be attached to bldg structure) (Remain if funded by GTP/DOT) (Removed at Spirit option, if Spirit funded).
- Potential column removals and replaced with new support structure (with GTP concurrence).
- IMP Demizing Wall
- Crane and Equipment Foundations

Note: Phase III Scope of Work is preliminary and subject to revision with concurrence of Spirit and GTPA.